

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE SIDE
WRIT PETITION NO.7013 OF 2006

Suresh R. Bhujbal Petitioner
Vs.
Janata Sahakari Bank Limited
& Ors. . . . Respondents

Shri Sandeep S. Salunkhe for the Petitioner.

CORAM: R.M.S. KHANDEPARKAR, J.

DATED: OCTOBER 19, 2006

P.C:

1. Heard. The petitioner challenges the order dated 29-4-2006 passed by the lower revisional authority in Revision Application No.54 of 2005 as also the order dated 7-2-2004 rejecting the objection for issuance of certificate under Section 101 of the Maharashtra Co-operative Societies Act, 1960. Only ground on which the issuance of the certificate was objected to by the petitioner was that there was failure on the part of the respondent-Bank to pay the insurance premium in relation to the vehicle in question. Consequently, when the vehicle met with an accident, the petitioner could not get the insurance amount and as a result there was delay in carrying out repairs to the vehicle which kept the petitioner's vehicle off the road for about 14 months, resulting in loss of an amount of Rs.2,80,000/- to the petitioner i.e. Rs.22,000/- per month. The contention

of the petitioner is that in spite of specific point in that regard having been raised, the same was not considered by the concerned authority before directing the issuance of certificate under Section 101 of the said Act.

2. Perusal of the order passed by the authority undoubtedly discloses that the said authority had refused to give any credit to the amount which was claimed by the petitioner towards the alleged loss suffered by him on account of the fact that the vehicle had remained off the road for about 14 months. However, fact remains that the petitioner had no where established before the concerned authority or even before the revisional authority, and even in the course of the hearing of the present petition that there was either an agreement between the petitioner and the Bank or there is any statutory provision which requires the Bank to pay the insurance premium in respect of the vehicle for the purchase of which the petitioner had obtained loan from the Bank. Undoubtedly, the liability to pay the insurance premium rests upon the owner of the vehicle. The provisions of the Motor Vehicles Act in that regard are very clear. Being so, as regards the failure to perform the obligation of the petitioner, he cannot blame the Bank nor it can be a justification to avoid the liability of the petitioner in relation to the

loan amount towards the Bank. Whether there was any understanding between the petitioner and the Bank for payment of the insurance premium by the Bank and had the Bank failed in performing its obligation under the alleged understanding between the parties, it is entirely for the petitioner to establish the same and the petitioner having failed in that regard, apart from making mere claim in that respect, no fault can be found with the order passed by the lower authority or the revisional authority giving no credence to the contention sought to be raised in that regard by the petitioner. Viewed from this angle, therefore, there being no case made out for interference in the impugned orders, and they do not disclose any jurisdictional error, the petition fails and is hereby dismissed.

(R.M.S. Khandeparkar, J.)

sjs/1019wp7013.6